

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: 720C-04092-07R

This contract entered into this 1st day of February 2007, by Mid-Central Medical, Inc. dba American Medical Supply and Service Company, 101 North Springfield Street, Virden, IL 62690 hereinafter called the Contractor and Commonwealth of Virginia, The Department of Mental Health, Mental Retardation and Substance Abuse Services, Office of Mental Health/Resource Management (DMHMRSAS) called the Purchasing Agency.

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the 16 DMHMRSAS facilities located across the Commonwealth of Virginia on an optional "use basis" as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From February 1, 2007 through January 31, 2008, with the option to renew the contract for four additional 1-year periods.

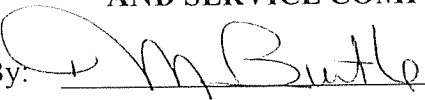
The contract documents shall consist of:

- (1) This signed form;
- (2) The following sections of the original RFP #720C-04092-07R, dated October 30, 2006;
  - (a) Front Cover, two pages;
  - (b) Section I. "Purpose";
  - (c) Section II. "Background";
  - (d) Section III. "Statement of Needs";
  - (e) Section VI. "General Terms and Conditions";
  - (f) Section VII. "Special Terms and Conditions"; and
  - (g) Section VIII. "Method of Payment".
- (3) The following sections of the American Medical Supply and Service Company response, dated November 10, 2006, to RFP #720C-04092-07R;
  - (a) Front Cover, two pages;
  - (b) Section III. "Statement of Needs";
  - (c) Section IV. "Proposal Preparation and Submission Requirements";
  - (d) Section VI. "General Terms and Conditions";
  - (e) Section VII. "Special Terms and Conditions"; and
  - (f) Section VIII. "Method of Payment".

- (4) The letter from American Medical Supply and Service Company, dated January 10, 2007, agreeing to the three negotiated items, all of which documents are incorporated herein and attached.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**AMERICAN MEDICAL SUPPLY  
AND SERVICE COMPANY:**

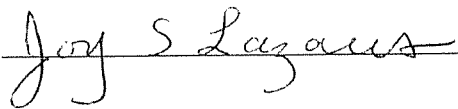
By: 

Name: Karen M. Burtle

TITLE: President

DATE: 1-22-2007

**DEPARTMENT OF MENTAL HEALTH,  
MENTAL RETARDATION AND  
SUBSTANCE ABUSE SERVICES:**

By: 

Name: Joy S. Lazarus

TITLE: Director of Administrative Services

DATE: 1/29/07

## Commonwealth of Virginia

**REQUEST FOR PROPOSAL****Issue Date:** October 30, 2006**Issue Title:** Medicare Part B Reimbursement- Medical Durable Services**Issuing Agency:** Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) - P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DMHMRSAS Central Office and 16 Facilities - Statewide

**Period of the Contract:** January 1, 2007 through December 31, 2007.**Renewals:** Contract may be renewed for five (5) additional periods of one (1) year duration upon mutual agreement between all parties.**Proposals will be received for furnishing services described herein until:  
Friday – December 1, 2006 - 3:00 PM EST**

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP on or before 5:00 p.m. Friday, November 17, 2006. Please submit your comments and questions to David T. Ray: By email: <u><a href="mailto:dave.ray@co.dmhmrzas.virginia.gov">dave.ray@co.dmhmrzas.virginia.gov</a></u>
Copies of RFP and Answers to submitted Questions	No other questions will be responded to after the Friday, November 17, 2006 deadline.  May be obtained at <u><a href="http://www.dmhmrzas.virginia.gov">www.dmhmrzas.virginia.gov</a></u> on left side of screen click on Admin & Business, then on main list click on Procurements and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

**Proposal Delivery Information:**

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____	Date: _____
_____	By: _____ <i>(Official Signature in Ink)</i>
_____	Printed Name: _____
Telephone: _____	Title: _____
FEI/FIN Number: _____	

The following information is requested, but it is not mandatory that it be supplied. Minority status does not influence the award: (Please Check all that apply)

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a minority business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a minority business
<input type="checkbox"/>	Contractor IS certified as a minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is NOT certified as minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is an eVA-registered vendor. (Learn about eVA at <a href="http://www.eva.state.va.us">www.eva.state.va.us</a> )
<input type="checkbox"/>	Contractor is NOT an eVA-registered vendor.

**I. PURPOSE:**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from authorized Contractors to provide Medicare Part B Reimbursement - Durable Medical Equipment (DME) Provider services to the 16 facilities of DMHMRSAS, an Agency of the Commonwealth of Virginia. The facilities participation in this contract shall be optional and based on the number of clients are qualified and if participation would be beneficial to the facility. The contractor shall file Medicare Part B for medical supplies or medical equipment to qualified individuals who have an order from his/hers attending physician and have diagnosis to justify the medical supplies or equipment.

**II. BACKGROUND:**

The 16 facilities operated by the Department of Mental Health, Mental Retardation and Substance Abuse Services are classified into the following three categories:

**Mental Health:**

Catawba Hospital – 106 Clients - Catawba, Virginia  
Central State Hospital – 246 Clients - Petersburg Virginia  
Commonwealth Center For Children & Adolescents – 25 Clients - Staunton, Virginia  
Eastern State Hospital – 438 Clients - Williamsburg, Virginia  
Northern Virginia Mental Health Institute – 121 Clients - Falls Church, Virginia  
Piedmont Geriatric Hospital – 130 Clients - Burkeville, Virginia  
Southern Virginia Mental Health Institute – 69 Clients - Danville, Virginia  
Southwestern Virginia Mental Health Institute – 161 Clients - Marion, Virginia  
Western State Hospital – 246 Clients - Staunton, Virginia  
Virginia Center for Behavioral Rehabilitation – 31 Clients - Petersburg, Virginia

**Mental Retardation:**

Central Virginia Training Center – 518 Clients - Lynchburg, Virginia  
Northern Virginia Training Center – 176 Clients - Fairfax, Virginia  
Southeastern Virginia Training Center – 191 Clients - Chesapeake, Virginia  
Southside Virginia Training Center – 315 Clients - Petersburg, Virginia  
Southwestern Virginia Training Center – 198 Clients - Hillsville, Virginia

**Medical Center:**

Hiram W. Davis Medical Center – 61 Clients - Petersburg, Virginia

Client counts as of 9-14-06, subject to change.

### III. STATEMENT OF NEEDS:

A. The DME Provider/Contractor shall provide the following services:

1. Contact the facility each month to verify Physician's orders on each individual that is on a program.
2. Provide all CMN's (certificate of medical necessity). DME Provider shall then fax the form to the facility to have the attending physician complete the forms. Each time the individual has a change in Physician's orders for an individual that is receiving product for Enteral Nutrition program, a new CMN will be faxed to the facility for the physician to complete, and fax back to the DME Provider
3. Create the Physician order, fax to the facility for the Physician to sign and date.
4. Process all claims for reimbursement.
5. Delivery all of medical supplies and medical equipment qualified under this program.
6. Provide for all manufactures warranties according to manufacture warranty policy. The DME Provider will need to make arrangements with facility to pick-up the defective equipment and replace the defective equipment with a new item or a loaner while the defective equipment is being repaired by the manufacture.
7. Provide all enteral feeding pumps at the facility. A tracking system needs to be in place of when the enteral feeding pumps went into service and the name of the individual. The DME Provider shall provide adequate number of enteral feeding pumps for backup. DME Provider shall be responsible for all defective pumps being returned to the DME Provider.
8. Provide a technician every 90 days for the service of oxygen concentrators to check for any malfunction or sooner if requested by the facility.
9. Be in compliance with all applicable Federal and State licensure and regulatory requirements.
10. Answer questions and respond to complaints from beneficiaries, and will maintain documentation.
11. Accept returns of substandard or unsuitable items.
12. Provide in-service on any product line upon request from the facility.

13. Provide the following equipment and supplies:

canes, crutches, walkers, rollators, wheelchairs, commodes, continuous positive airway equipment, headgear, masks, oxygen concentrators, nebulizers enteral nutrition (pumps, syringes, IV poles, administration sets, formula), glucose monitors, lancets and testing strips, diabetic shoes, hospital beds, patient lifts, trapeze bars, ostomy and urological supplies, tracheotomy supplies, suction pumps, surgical dressings and splints.

14. Provider will need to notify the facility prior to delivery a complete breakdown of the items and quantities to be delivered.

B. Facility will be responsible for the following forms and Information:

1. Full legal name of the individual
2. Date of Birth
3. Height and Weight
4. Social Security Number
5. Medicare Part B Number
6. Medicaid Number
7. Private Insurance (name of Insurance Company, Policy Number, ID Number, Group Number)
8. Diagnosis
9. Type of supplies needed, amount, and rate
10. Attending Physician's name and UPIN Number

This information will be transferred to a Confidential Client information set up sheet. The form will need to be signed by the Fiscal Officer, or by the Administrator.

The DME Provider will need a signature on the HIPPA Privacy Act for each individual that is in need of supplies or equipment.

The DME Provider will need a Business Associate Agreement signed according to the HIPPA Privacy Act.

DME Provider will provide a Facility Set up Sheet; sheet will need to be completed and faxed back to the DME Provider

The facility will need to provide the DME Provider with the following information:

1. Hospital Stays – will need to know span dates;
2. Death of Client – will need to notify the DME Provider immediately with the date of the death;

3. Admission of new individual in need of supplies – Facility will need to notify the DME Provider;
4. Discharge of client on programs (all supplies for that month and his/hers equipment will need to be sent with the client). DME Provider will also need to be notified;
5. Change in individual's physician's orders;
6. Certificate of Medical Necessity will need to be completed by the attending Physician, signed, and dated. A copy will need to be faxed to the DME Provider with the original being mailed and the facility needs to keep a copy on file;
7. Physicians orders will need to be faxed to the DME Provider for any individual that Is in need of supplies that are covered by Medicare or Private Insurance, with individual diagnosis;
8. The facility will need to sign off on a Delivery Ticket and a packing slip for each individual that the DME Company is providing supplies;
9. The facility will need to determine the individuals that are in need of supplies that are covered, then to determine what type of benefits that the individual has;
10. Facility will be responsible immediately for reporting to the DME Provider of any malfunction equipment or of any warranty problem;
11. Facility will be responsible for having personnel available to assist in unloading shipments each month; and
12. Facility will need to notify the DME Provider of any disaster to make arrangements for deliveries being shipped or delivered to a different location.

The facility will need to notify the DME Provider of any and all changes concerning the individual that the DME Provider is responsible for. This can be done by fax, phone call or e-mail

Facility will need to have a system in place for information sharing.

1. Food Service Department, name of manager, phone, fax, and e-mail
2. Director of nursing, name, phone, fax, e-mail
3. Client/Medical Records- name, phone, fax, e-mail
4. Dietician, name, phone, fax, e-mail
5. Fiscal Officer, name, phone, fax, e-mail
6. Administrator, name, phone, fax, e-mail



## VI. GENERAL TERMS AND CONDITIONS:

- A. **Vendor's Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under manuals. The appeals procedures set forth in the DMHMRSAS Administrative Practices and Procedures Manual; Chapter 5 Contractual Services are applicable to these contractual services. A copy of this Chapter is available for review in the offices of the DMHMRSAS.
- B. **Applicable Law and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The contractor shall comply with applicable federal, state and local laws and regulations.
- C. **Anti-Discrimination:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the

funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D. Ethics in Public Contracting:** By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**E. Immigration Reform and Control Act of 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- F. **Debarment Status:** By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- G. **Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **Mandatory Use of State Form and Terms and Conditions:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, DMHMRSAS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **Clarification of Terms:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- J. **Precedence of Terms:** **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **Qualifications of Offeror:** The DMHMRSAS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to DMHMRSAS all such information and data for this purpose as may be requested. DMHMRSAS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. DMHMRSAS further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy DMHMRSAS that such Offeror is properly

qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated herein.

**M. Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of DMHMRSAS.

**N. Changes to the Contract:** Changes can be made to the Contract by mutual agreement of both parties.

**O. Default:** In case of failure to deliver good or services in accordance with the contract terms and conditions, DMHMRSAS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which DMHMRSAS may have.

**M. Insurance:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

#### INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compensatory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 – per occurrence

**N. Announcement of Award:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of

10 days. In addition, the purchasing agency will publicly post such notice on the DMHMRSAS Office of Administrative Service's bulletin board located on the 1<sup>st</sup> floor of the Jefferson Building – 1220 Bank Street, Richmond, Virginia 23219 for a minimum of 10 days.

- O. **Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- P. **Nondiscrimination of Contractors:** An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- Q. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, and the ability to research historical procurement data available in the eVA purchase.

- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

## VII. SPECIAL TERMS AND CONDITIONS:

- A. **Audit:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **Cancellation of Contract:** The DMHMRSAS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **Authorities:** Nothing in this agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the Scope of Service, contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/it may have herein, except as provided in this proposal, without the prior written consent of the DMHMRSAS.
- D. **Obligation of Offeror:** By submitting a proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- E. **eVA Business-To-Government Contracts:** Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.
- F. **Renewal of Contract:** This contract may be renewed by DMHMRSAS upon written agreement of both parties for five (5) successive one-year periods under the terms and conditions of the original contract.
- I. **Identification of Proposal Envelope:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Due Date

\_\_\_\_\_  
Time

\_\_\_\_\_  
Street or Box Number

\_\_\_\_\_  
/RFP No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Name of Contract/Purchase Officer or Buyer

The envelope should be addressed as directed on Page 1 of the solicitation.

Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- J. Confidentiality:** The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients, or the public. In addition, the Contractor acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) or to other agencies that may use this contract. Therefore, except as required by law, the Contractor agrees that its employees will not:

- Access or attempt to access data that is unrelated to their job duties or authorization.
- Access or attempt to access Protected Health Information (PHI) beyond their stated authorized HIPAA access level.
- Disclose to any other person or allow any other person access to any information related to DMHMRSAS or any of its facilities or any other user of this contract that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
- Disclose Protected Health Information (PHI) in violation of HIPAA regulations.

The Contractor understands that DMHMRSAS and other using agencies and their employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Commonwealth of Virginia may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this agreement may result in default.

The Contractor further assures that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this agreement, and will not be divulged without the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

- K. Late Proposals:** To be considered for selection, proposals must be received by the issuing agency by the designated date and time. Proposals received in the issuing office after the date and time designated are automatically disqualified and will not be considered. The issuing agency is not responsible for delays in the delivery of mail by the U. S. Postal Service or other couriers. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing agency's office by the designated date and time. Receipt of proposals scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

**VIII. METHOD OF PAYMENT:** All compensation to the Contractor for goods and services provided under this contract shall come through Medicare Part B reimbursements. Contractor shall be responsible for all paperwork and for the filing with Medicare. DMHMRSAS shall not be responsible for any claims denied by Medicare nor shall be responsible for any other cost related to this contract. The Contractor shall accept the amount reimbursed by Medicare as payment in full for all goods and services provided each client under this contract.



Mid- Central Medical, Inc.  
dba American Medical Supply and Service Company  
101 North Springfield Street  
Virden, IL 62690

"licensed in the State of Virginia"

Phone: 888-293-0004

e-mail: [kamsc@royell.net](mailto:kamsc@royell.net)

Fax: 217-965-3371

**Proposal**

Prepared For  
**RFP#720C-04092-07R**  
Medical Durable Services  
October 30, 2006

**Due Date**  
**December 1, 2006 – 3:00 PM EST**

Commonwealth of Virginia  
DMHMRSAS  
Office of Administrative Services  
P.O. Box 1797  
Richmond, VA 23218-1797


IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

Mid-Central Medical, Inc.

Date: November 10, 2006

dba: American Medical Supply & Service Co  
101 N. Springfield Street  
Virden, IL 62690

By:  President  
(Official Signature in Ink)

217-965-3734  
Telephone: 888-293-0004

Printed  
Name: Karen M. Burtle

FEI/FIN Number: 37-1363438

Title: President

The following information is requested, but it is not mandatory that it be supplied. Minority status does not influence the award: (Please Check all that apply)

<input checked="" type="checkbox"/>	Contractor DOES consider his/her firm to be a minority business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a minority business
<input checked="" type="checkbox"/>	Contractor IS certified as a minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is NOT certified as minority business by VA Department of Minority Business Enterprise.
<input checked="" type="checkbox"/>	Contractor is an eVA-registered vendor. (Learn about eVA at <a href="http://www.eva.state.va.us">www.eva.state.va.us</a> )
<input type="checkbox"/>	Contractor is NOT an eVA-registered vendor.

### III. Statement of Needs:

#### A. The DME Provider/Contractor shall provide the following services:

1. **Contact the facility each month to verify Physician's orders on each individual that is on the program.**

Response: The Offeror will contact the facility around the 5<sup>th</sup> or 6<sup>th</sup> of each month to verify physician's orders for each individual that is on a program. The Offeror and the facility will determine if the Offeror will contact the facility by phone, e-mail or fax.

2. **Provide all CMN's (certificate of medical necessity). DME Provider shall then fax the form to the facility to have the attending Physician complete the forms. Each time the individual has a change in Physician's orders for an individual that is receiving product for Enteral Nutrition program, a new CMN will be faxed to the facility for the Physician to complete, and fax back to the DME provider.**

Response: The Offeror will create the Certificate of Medical Necessity according to information that is received on the individual based on Physician's orders. The Offeror will fax or e-mail the Certificate of Medical Necessity for the Physician to complete Section B and Section D. The Physician will need to sign and date the Certificate of Medical Necessity, fax or e-mail to the Offeror. The facility will need to keep a copy of the Certificate of Medical Necessity with the original being mailed to the Offeror. The above process will need to be done for oxygen, hospital beds, wheelchairs, CPAP equipment, lift chair, and support surfaces.

3. **Create the Physician order, fax to the facility for the Physician to sign and date.**

Response: The Offeror will create the Physician's order according to information that has been provided to the Offeror. The Offeror will fax or e-mail the prescription to the facility for the Physician to sign and date. The facility will need to fax or e-mail the prescription, keep a copy for the facility and mail the original to the Offeror.

**4. Process all claims for reimbursement.**

Response: The Offeror will process all claims for reimbursement. The Offeror submits all claims electronically to all four (4) regions of Medicare, Medicaid and Private Insurance for services that have been provided.

**5. Delivery of all medical supplies and medical equipment qualified under this program.**

Response: The Offeror will deliver all medical supplies/equipment via company trucks, United Parcel Service, Federal Express or Freight Company at the expense of the Offeror. The Offeror will not submit a bill to the facility for inbound freight.

**6. Provide for all manufactures warranties according to manufacture warranty policy. The DME Provider will need to make arrangements with facility to pick-up the defective equipment and replace the defective equipment with a new item or a loaner while the defective equipment is being repaired by the manufacture.**

Response: The Offeror will honor all manufacturer warranties. The Offeror will make arrangements with the facility for the defective equipment to be returned. The Offeror will create a pick-up ticket showing the name of the individual, model number and serial number, and the complaint. The Offeror will replace or repair the defective unit. The facility or the individual will not be charged for freight or for the repair through the warranty.

7. **Provide all enteral feeding pumps at the facility. A tracking system needs to be in place when the enteral feeding pumps went into service and the name of the individual. The DME provider shall provide adequate number of enteral feeding pumps for backup. DME Provider shall be responsible for all defective pumps being returned to the DME Provider.**

Response: The Offeror will provide a three (3) ring binder for the tracking system. The Offeror will assign serial numbers to each individual that will utilize a feeding pump showing when the pump went into service. The Offeror, upon being notified, will create a pick-up order showing the number of defective pumps and serial numbers. The Offeror will exchange the defective pumps with new ones. The facility will not be responsible for returned freight charges. The Offeror will provide back up feeding pumps, in the amount that is requested from the facility. The facility will not be charged for these pumps.

8. **Provide a technician every 90 days for the service of oxygen concentrators to check for any malfunction or sooner if requested by the facility.**

Response: The Offeror will provide a technician every 90 days, or sooner if requested, to inspect concentrators for any malfunction.

9. **Be in compliance with all applicable and State Licensure and regulatory requirements.**

Response: The Offeror is in compliance with State Licensure, regulatory requirements.

**10. Answer questions and respond to complaints from beneficiaries, and will maintain documentation.**

Response: The Offeror has policy and procedures in place to address complaints. Complaint is documented, investigated and a written response is forwarded to the beneficiary within 5 working days. Documentation is kept in a binder, with a copy of the complaint and response, in the file of the beneficiary.

**11. Accept returns of substandard or unsuitable items.**

Response: The Offeror will accept return of substandard or unsuitable items. The Offeror will replace substandard or unsuitable items with a replacement that is suitable for the individual and the facility protocol.

**12. Provide in-service on any product line upon request from the facility.**

Response: The Offeror will provide in service on products upon request from the facility. The Offeror will make arrangements with manufacturers to provide in-service on all new equipment and supplies.

**13. Provide the following equipment and supplies:**

**canes, crutches, walkers, rollators, wheelchairs, commodes, continuous positive airway equipment, headgear, masks, oxygen concentrators, nebulizers, enteral nutrition (pumps, syringes, IV poles, administration sets, formula), glucose monitors, lancets, and testing strips, diabetic shoes, hospital beds, patient lifts, trapeze bars, ostomy and urological supplies, tracheostomy supplies, suction pumps, surgical dressing, and splints.**

Response: The Offeror will provide any equipment/supplies that have been ordered by the individual's attending physician.

14. Provider will need to notify the facility prior to delivery a complete breakdown of the items and quantities to be delivered.

Response: The Offeror will fax or e-mail descriptions, quantity of supplies and equipment that will be delivered to the facility one (1) week prior to the delivery.

#### **IV. Proposal Preparation and Submission Requirements:**

##### **B. Specific Proposal Instructions:**

**1. RFP Response: In order to be considered for selection Offerors must submit a complete response to this RFP. One (1) original and six (6) copies must be submitted to the DMHMRSAS. The Offeror shall make no other distribution of the proposal.**

Response: The Offeror, has submitted One (1) original and six (6) copies as a complete response to this RFP. The Offeror will not distribute other copies of the proposal.

##### **2. Written Narrative Statement to include:**

- a. Qualifications and experience of Offeror in providing the goods/ services described herein;**

Response: The Offeror, Mid-Central Medical, Inc. dba: American Medical Supply and Service Company brings to the State of Virginia ten (10) years of experience, specializing at the ICFDD-MR facilities. The Offeror is a full Durable Medical Equipment (DME) and 3<sup>rd</sup> party reimbursement company. The Offeror adheres by Medicare standards for DMEPOS Suppliers, (attachment, page 8 of 36 for your review). The Offeror business licenses is current and displayed accordingly. The Offeror has copies of all applicable laws and rules available to all staff. Policy and Procedure manuals are available to all staff. The office, warehouse and supplies are clean and organized. The Offeror has complaint and incident logs on the shelf for review of staff or clients. An organizational chart is posted and shows all staff. The Offeror keeps maintenance logs on all equipment. The Offeror has MSDS files available on hazardous materials, posted required documents for staff to view on Family Leave Act.

# CMS MEDICARE DMEPOS SUPPLIER STANDARDS

Note: This list is an abbreviated version of the application certification standards, that every Medicare DMEPOS supplier must meet in order to obtain and retain their billing privileges. These standards, in their entirety, are listed in 42 C.F.R. pt. 424, sec 424.57(c) and are effective on December 11, 2000. A supplier must disclose these standards to all customers/patients who are Medicare beneficiaries (standard 16).

1. A supplier must be in compliance with all applicable Federal and State licensure and regulatory requirements.
2. A supplier must provide complete and accurate information on the DMEPOS supplier application. Any changes to this information must be reported to the National Supplier Clearinghouse within 30 days.
3. An authorized individual (one whose signature is binding) must sign the application for billing privileges.
4. A supplier must fill orders from its own inventory, or must contract with other companies for the purchase of items necessary to fill the order. A supplier may not contract with any entity that is currently excluded from the Medicare program, any State health care programs, or from any other Federal procurement or non-procurement programs.
5. A supplier must advise beneficiaries that they may rent or purchase inexpensive or routinely purchased durable medical equipment, and of the purchase option for capped rental equipment.
6. A supplier must notify beneficiaries of warranty coverage and honor all warranties under applicable State law, and repair or replace free of charge Medicare covered items that are under warranty.
7. A supplier must maintain a physical facility on an appropriate site.
8. A supplier must permit CMS (formerly HCFA), or its agents to conduct on-site inspections to ascertain the supplier's compliance with these standards. The supplier location must be accessible to beneficiaries during reasonable business hours, and must maintain a visible sign and posted hours of operation.
9. A supplier must maintain a primary business telephone listed under the name of the business in a local directory or a toll free number available through directory assistance. The exclusive use of a beeper, answering machine or cell phone is prohibited.
10. A supplier must have comprehensive liability insurance in the amount of at least \$300,000 that covers both the supplier's place of business and all customers and employees of the supplier. If the supplier manufactures its own items, this insurance must also cover product liability and completed operations.
11. A supplier must agree not to initiate telephone contact with beneficiaries, with a few exceptions allowed. This standard prohibits suppliers from calling beneficiaries in order to solicit new business.
12. A supplier is responsible for delivery and must instruct beneficiaries on use of Medicare covered items, and maintain proof of delivery.
13. A supplier must answer questions and respond to complaints of beneficiaries, and maintain documentation of such contacts.
14. A supplier must maintain and replace at no charge or repair directly, or through a service contract with another company, Medicare-covered items it has rented to beneficiaries.
15. A supplier must accept returns of substandard (less than full quality for the particular item) or unsuitable items (inappropriate for the beneficiary at the time it was fitted and rented or sold) from beneficiaries.
16. A supplier must disclose these supplier standards to each beneficiary to whom it supplies a Medicare-covered item.
17. A supplier must disclose to the government any person having ownership, financial, or control interest in the supplier.
18. A supplier must not convey or reassign a supplier number; i.e., the supplier may not sell or allow another entity to use its Medicare billing number.
19. A supplier must have a complaint resolution protocol established to address beneficiary complaints that relate to these standards. A record of these complaints must be maintained at the physical facility.
20. Complaint records must include: the name, address, telephone number and health insurance claim number of the beneficiary, a summary of the complaint, and any actions taken to resolve it.
21. A supplier must agree to furnish CMS (formerly HCFA) any information required by the Medicare statute and implementing regulations.

## Palmetto GBA

National Supplier Clearinghouse

P.O. Box 100142 \_ Columbia, South Carolina \_ 29202-3142 \_ (866) 238-9652

**A CMS Contracted Intermediary and Carrier**



Equal Employment Opportunity Act, OSHA 300A, Job Safety and Health Protection Act, Minimum Wage, Polygraph Protection Act.

Blood Borne Regulations and Procedures. The Offeror has personal protective equipment (PPE) available and has trained all staff on the importance in using the PPE. The Offeror provides continuing education to all staff on safety, infection control, compliance, ethics, cultural awareness, and clients rights and responsibilities. The education is documented and kept on file.

The Offeror is a distributor for formula, medical supplies and equipment. The Offeror has company owned delivery truck

**b. Qualifications and experience of key personnel to be assigned to the contract; and**

- Response: Karen M. Burtle, owner, 31 years of experience servicing clients, specializing in key accounts, territory, operations management, business development, sales/marketing, strategies, and budgeting. Track record of maximizing savings in institutional markets. The owner is a driven leader who utilizes solutions and demonstrates added value for products and services provided. Karen, has trained and educated facilities in 10 states. Karen continues to do research on ever changing laws, State and Federal. In 1996, Karen opened American Medical Supply and Service Company. Karen shares her knowledge, provides excellent service, quality equipment and supplies. Karen is committed personally and as the owner of the Company, Karen takes time to address any question that is proposed to her, resolves problems, makes suggestions, and listens. Karen looks out for the best interest of the patient/client, facility and taxpayers dollars. I receive many rewards working close with our patient/clients. The company will continue to grow due to my Code of Ethics and commitment .

- Kathy, Office Manager, 10 years of experience with Mid-Central Medical. Kathy is responsible for paper work, coding, and electronic billing. Kathy has organizational and telephone skills. She follows through on all requests and can explain individual packing slips, credit memos, and EOMB. Kathy has knowledge of all programs, usage of perimeters, and diagnosis to qualify.
- Brian, Technician, 9 years of experience with Mid-Central Medical. Brian works very close with each facility to assure that all equipment is being serviced. Brian has knowledge of all medical supplies, equipment, delivery tickets and packing slips.
- Jason, Technician, 8 years of experience with Mid-Central Medical. Jason has knowledge of equipment and supplies. Jason will assist in unloading monthly shipments and will verify merchandise with facility warehouse staff. Jason will present paper work for signatures, and pick-up returns due to warranty.

**c. Complete detail of any support required or expectations of the Purchasing agency.**

Response: The Offeror will need to spend time with the purchasing agency going over product and the amounts that are currently being purchased.

**3. Specific plans and approach to be used for providing the proposed goods/ services.**

Response: The Offeror will contact each of the sixteen (16) facilities with a phone introduction explaining to the Fiscal Officer about RFP#720C-04092-07R, Medical Durable Services. The Offeror will request a Meeting with the facility to explain services/products that are available and answer questions. The meeting will also determine who will gather necessary documents that are required for the Confidential Client Information Form.

4. List and explain any and all add-on services proposed in addition to the required services.

Response: The Offeror is proposing other services in addition to the required services.

1. The Offeror will make available nebulizer medication according to Physicians orders. Medications will be submitted to Private insurance or Medicare Par B for reimbursement. Duoneb, Pulmicort, Xopenex, Albuterol, Ipratropium.
2. The Offeror will keep each facility informed of new programs as they are approved
3. The Offeror will keep the Fiscal Officer informed of new programs or programs that have changed in usage of product that could effect the facility budget.
4. The Offeror will make available to the facility paper work that the Offeror has on file.
5. The Offeror will respond to phone calls, e-mails and faxes in a timely manner.
6. The Offeror upon request of the facility  
· will calculate caloric needs for Non-Medicare  
· individuals, create a spreadsheet with detail  
· showing product that the Purchasing Agent  
will need to secure.
7. The Offeror can provide additional medical supplies and equipment with an order from the purchasing agent. The order will be delivered with the facilities monthly delivery.
8. The Offeror will contact major formula companies once (1) a year to verify that the facility has a signed agreement.

9. The Offeror will guarantee product to be delivered within 48 hours due to change in protocol.
10. The Offeror will respond upon notification of a natural disaster\*. The Offeror is equipped with PPE to address a situation that may occur.

\*The Offeror was one of the first medical supply companies to arrive in Louisiana after Katrina hit delivering medical supplies, Equipment, water, donated clothing and etc.

## **VI. General Terms and Conditions**

### **B. Applicable Law and Courts:**

Response: The Offeror has enclosed copies of licenses for your review:

1. Certificate of Authority, page 17 of 36
2. Licenses issued by Department of Health Professions (Medical Equipment Supplier permit, page 18 of 36
3. Copy of Renewal for licenses (current licenses Expires 12/31/2006), page 19 of 36
4. Copy of check, paying for the renewal of licenses, renewal period 01/01/2007 – 12/31/2007, page 20 of 36
5. Copy of Minority Business Enterprise Certificate, page 21 of 36
6. Registered EVA Vendor
7. Vendor Number VS000003028

**C. Anti-Discrimination:**

Response: The Offeror will conform to the provisions of the Federal Civil Rights Act of 1974, the Virginia Disabilities Act, the American Disabilities Act, And the Virginia Public Procurement Act. The Offeror will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. The Offeror has a notice posted that is available to employees, and applicants for employment setting forth the provisions of the nondiscrimination clause. The Offeror, in all solicitations or advertisements will state that the Offeror is an equal opportunity employer.

**D. Ethics in Public Contracting:**

Response: The Offeror has not and will not offer any kickbacks or inducements, has not offered any sort of compensation, will not and have not made a promise to anyone for any future compensation.

**E. Immigration Reform and Control Act of 1986:**

Response: The Offeror does not and will not employ any illegal alien workers or violate the provisions of the Federal Immigration Reform and Control Act of 1986.

**F. Debarment Status:**

Response: The Offeror has never been debarred by any agency of Commonwealth of Virginia, Medicare Part B, or Medicaid.

**G. Antitrust:**

Response: The Offeror will convey, sell, assign and transfer to the Commonwealth of Virginia all rights, title and interest concerning the Antitrust Laws of the United State and the Commonwealth of Virginia.

**H. Mandatory Use of State Form and Terms and Conditions:**

Response: The Offeror has submitted the proposal on the official state form that was provided.

**I. Clarification of Terms:**

Response: The Offeror does not have any questions.

**J. Precedence of Terms:**

Response: The Offeror has read and understands the term precedence.

**L. Qualifications of Offeror:**

Response: The Offeror grants permission to DMHMRSAS to inquire and investigate Mid-Central Medical, Inc. doing business as American Medical Supply and Service Company to determine if the Offeror is can perform the Medical Durable Services that are outlined in the RFP #720C-04092-07R.

Karen M. Burtle, is giving you permission to inquire and investigate her code of ethics, reputation, and her ability as the President of Mid-Central Medical, Inc. to uphold the performance of RFP #720C-04092-07R.

**M. Assignment of Contract:**

Response: The Offeror has read and will comply with the assignment of contract set forth by DMHMRSAS.

**N. Changes to the Contract:**

Response: The Offeror agrees that changes can be made in the contract my mutual agreement of both parties

**O. Default:**

Response: The Offeror has read and understands that if the Offeror fails to deliver goods or services in accordance with the contract terms and conditions, DMHMRSAS, after due oral or written notice, may procure from other sources and hold the Offeror who receives the contract responsible for any resulting purchase and administrative costs.

**P. Insurance:**

Response: The Offeror has all insurance coverage and limits required, worker's compensation, employers liability, commercial general liability and automobile liability.

**Q. Drug Free Workplace:**

Response: The Offeror has a drug free workplace for all employees. The Offeror has a notice posted that is available to employees, and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and action will be taken against employees for violations of such prohibition; the Offeror will advertise that the contractor maintains a drug-free workplace, will include the provisions of the foregoing clauses in very subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**R. Nondiscrimination of Contractors:**

Response: The Offeror has read and understands Nondiscrimination of Contractors.

**S. eVA Business-To-Government Vendor Registration:**

Response: The Offeror is a registered vendor with eVA and has paid \$25.00 fee.



## **VII. SPECIAL TERMS AND CONDITIONS:**

### **A. Audit:**

Response: The contractor will retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, authorized agents, and/or state auditors will have full access to and the right to examine any of said materials during said period.

### **B. Cancellation of Contract:**

Response: The contractor understands that DMHMRSAS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event, the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.

### **C. Authorities:**

Response: The Contractor understands that this agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the Scope of Service, contained herein. The Contractor will not assign, sublet, or subcontract any work related to this agreement unless the contractor has prior written consent from DMHMRSAS.

### **D. Obligation of Offeror:**

Response: The Offeror has satisfied himself, from his own investigation of the conditions to be met, that the Offeror fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of misunderstanding or lack of information.

**E. eVA Business-To-Government Contracts:**

Response: The Offeror is set up with eVA and understands that vendors can conduct business with state agencies and public bodies by using the internet electronic procurement web site.

**F. Renewal of Contract:**

Response: The Offeror understands that this contract may be renewed by DMHMRSAS upon written agreement of both parties for five (5) successive one-year periods under the terms and conditions of the original contract.

**I. Identification of Proposal Envelope:**

Response: The Offeror has signed the proposal and returned in a separate envelope, sealed and identified as follows, the envelope was addressed to:

DMHMRSAS, Office of Administrative Services  
P.O. Box 1797  
Richmond, VA 23219

The Offeror indicated on the front of the envelope  
RFP#702C-04092-07R, Medical Durable Services,  
Due Date and Time.

- From: Mid Central Medical Inc. December 12, 2006 3:00 PM EST  
Name of Offeror Due Date Time  
dba American Medical  
Supply & Services Co.  
P.O. Box 446  
Viroen IL 62690  
Street or Box Number RFP No. RFP# 720C-04092-07R  
RFP Title Durable Medical Services
- Name of Contract/Purchase Officer or Buyer Karen M. Burt

RFP# 720C-04092-07R  
Durable Medical Services  
October 30, 2006

## J. Confidentiality:

Response: The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information regarding employees, clients/patients, or the public. The Contractor also acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) or to other Agencies that may use this contract. Therefore, except as required by law, the Contractor agrees that its employees will not:

- Access or attempt to access data that is unrelated to their job duties.
- Access or attempt to access Protected Health Information beyond their stated authorized HIPPA access level.
- Disclose to any other person or allow any other person access to any information related to DMHMRSAS or any of its facilities or any other user of this contract that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but not limited to, verbal discussions, FAX transmission, electronic mail messages, voice mail communications, written documents, "loaning" computer access codes and/or another transmission or sharing of data.
- Disclose Protected Health Information in violation of HIPPA regulations. The Contractor understands that DMHMRSAS and other using agencies and their employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Commonwealth of Virginia may seek legal remedies available to it should such disclosure occur. The Contractor does understand that if in violation of this agreement may result in default.

The Contractor further assures that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this agreement, and will not be divulged without the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor will hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

**K. Late Proposals:**

Response: The Offeror understands that proposals must be received by the issuing agency by the designated date and time. Proposals received after the date and time designated are Automatically disqualified and will not be considered. The issuing agency is not responsible for delays in the Delivery of mail by the U.S. Postal Service or other Couriers. The Offeror understands that it is the sole responsibility of the Offeror to insure that its proposal reaches the issuing agency's office by the designated date and time.

**VIII. METHOD OF PAYMENT:**

Response: The Offeror has read method of payment and has no questions of what is expected of the Offeror concerning method of payment.

Mid-Central Medical, Inc.  
dba American Medical Supply and Service Company  
101 North Springfield Street  
Virden, IL 62690

"licensed in the State of Virginia"

Phone: 888-293-0004 e-mail: [kamse@royell.net](mailto:kamse@royell.net) Fax: 217-965-3371

January 10, 2007

Commonwealth of Virginia  
DMHMRSAS  
Office of Administrative Services  
Mr. David T. Ray, CPPB, VCO  
P.O. Box 1797  
Richmond, VA 23218-1797

The Offeror is submitting additional information to the evaluation committee, in reference to Proposal #720-04092-07-R, for review.

**1. Identification:**

American Medical Supply and Service Company will only use the first name and the initial of the last name when assignment of product is being issued. If the facilities do not wish to have this system in place, the Facility and American Medical Supply and Service Company will discuss and agree on a different system that will be substituted.

**2. Delivery tickets and packing slips:**

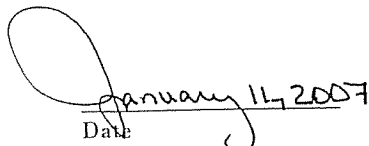
American Medical Supply and Service Company will generate individual delivery tickets for each facility. The delivery ticket will display the following: the facility, first name and the initial of the last name (unless instructed otherwise), description of the medical supplies, the number of units in the shipping container, and the dates of service (to show what month product is being supplied). Attached to the delivery ticket, each individual will have a packing slip. Each facility will also receive a total delivery ticket of all medical supplies and equipment that is being delivered.

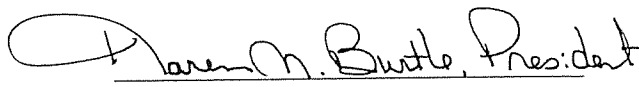
**a. Exhibits attached:**

1. Sample of Delivery Ticket
2. Sample of Individual packing slip
3. Sample of Total Delivery Ticket

**3. Facility Choices:**

American Medical Supply and Service Company will keep each facility updated when new equipment has been introduced to the industry. The company will explain features, benefits and warranty information. The facility will be the final arbiter regarding the brand(s) that best suits the needs of each individual.

  
Date

  
Karen M. Burtle, President  
American Medical Supply and Service Company

a. 1. Sample of Delivery Ticket

American Medical Supply and Service Company  
101 North Springfield Street  
Virden, IL 62690  
“licensed in the State of Virginia”  
Phone: 888-203-0004 [kamsc@royell.net](mailto:kamsc@royell.net) Fax: 217-965-3371

Delivery Ticket

Central Virginia Training Center  
Route #120 – East Colony Road  
Madison Heights, VA 24572  
Phone: 434-947-6139

Unit 2A

Dates of Service  
January 1, 2007 – January 31, 2007  
Jane D., Karen B., John P., Lyndsie R., Bob J.

71 Pump Bags-----	1 cases + 1
143 Jevity 1 Cal Cans-----	7 cases + 18 cans
2760 Trach Kits-----	1 cases + 11
504070 Trach Tube-----	1
526070 Inner Cannula-----	1 box + 11
1075B Trach Mask-----	5
1119B Oxygen Tubing-----	5
3230B Hudson Dry Humidifier-----	5
1600 Nasal Cannula w/7' tubing-----	5
Flexiflo Quantum Pump-----	1
Ser#xxxxxxx – Jane D. (New G-Tube)	
AirSep Concentrator-----	1
Ser#xxxxxxx Jane D. (New Oxygen)	

a.2. Sample of Individual Packing Slip

**American Medical  
Supply and Service Co.**  
101 North Springfield Street  
P.O. Box 446  
Virden, IL 62690

# Packing Slip

DATE	INVOICE #
1/1/2007	243646

Phone #	888-293-0004
Fax #	217-965-3371

<b>BILL TO:</b>
Jane Doe Central Virginia Training Center Route #120 - East Colony Road Madison Heights, VA 24572 434-947-6139 Unit 2A

<b>SHIP TO:</b>
Central Virginia training Center Jane Doe Route #120 - East Colony Road Madison Heights, VA 24572 434-947-6139 Unit 2A

REP	SHIP	VIA	F.O.B.	MEDICAID #	MEDICARE #	INSURANCE
	1/1/2007	Co. /Truck	Virden, IL	00000000	00000000C1	S.S.#

ITEM CODE	DESCRIPTION	QUANTITY	RECEIVED	SERVICED
R-00071B	Top-Fill Enteral Nutrition Bag; Pump Set	31	31	1/1/2007
R-00143B	Jevity 1 Cal (Ross) 8 oz. cans	186	186	1/1/2007
	60CC x 24 Hours 6 cans per day			
	Calories 1500 per day			
2760B	Trachestomy Care Kit w/drain sponge	31	31	1/1/2007
504070	#7 DIC uncuffed Trach Tube	1	1	1/1/2007
526070B	#7 disposable inner cannula by Portex	31	31	1/1/2007
1075B	Tracheostomy Mask w/o tubing used with nebulizer	2	2	1/1/2007
1119B	Hudson-Oxygen supply star lumen tubing w/ standard connector 25 feet	1	1	1/1/2007
1600	Nasal Cannula adult w/7' supply tube	1	1	1/1/2007
3230B	Hudson dry humidifier, 500 ml,disposable	1	1	1/1/2007

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a. 3. Sample of Total Delivery Ticket

American Medical Supply and Service Company  
101 North Springfield Street  
Virden, IL 62690  
"licensed in the State of Virginia"  
Phone: 888-203-0004 [kamsc@royell.net](mailto:kamsc@royell.net) Fax: 217-965-3371

Total Delivery Ticket

Central Virginia Training Center  
Route #120 – East Colony Road  
Madison Heights, VA 24572  
Phone: 434-947-6139

Dates of Service  
January 1, 2007 – January 31, 2007

682 Jevity 1 Cal Bottles-----	20 cases + 3 bottles
50604 Pump Set W/Piercing Pin W/Flush Bag-----	10 cases + 3
71 Pump Bags-----	1 cases + 1
143 Jevity 1 Cal Cans-----	7 cases + 18 cans

Flexiflo Quantum Pump-----	3
1-Ser#xxxxxxx - Jane D./ Unit 2A (New G-Tube)	
2-Ser#xxxxxxx - Replacement	
Ser#xxxxxxx - Replacement	

IV Pole-----	1
Jane D./ Unit 2A (New G-Tube)	

Air Sep Concentrator-----	2
Ser#xxxxxxx F/Jane D. Unit 2A (New Oxygen)	
Ser#xxxxxxx Returning warranty concentrator F/Paul J. Unit 5C	

Unit 2A

3230B Hudson Dry Humidifier, 500ml-----	6
1600 Nasal Cannula W/7' Tubing-----	6
1119B Hudson 25' oxygen tubing-----	6
1075B Tracheostomy Mask-----	6
2760 Tracheostomy Kits-----	1 case + 11
(total 31)	
504070 Trach Tube-----	1
52607B #7 disposable inner cannular-----	1 box + 11
(total 31)	

Unit 2B

3230B Hudson Dry Humidifier, 500ML-----	1
1600 Nasal Cannula W/7' Tubing-----	1